

SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
DARRYL A. PIERCE
and the BOARD OF EDUCATION
of the CALUMET, LAURIUM & KEWEENAW SCHOOL DISTRICT

THIS CONTRACT is entered into on the 8th day of March, 2011, between the Board of Education of the Calumet-Laurium-Keweenaw School District, referred to as the "Board of Education", and Darryl A. Pierce as Superintendent, referred to as "Superintendent", in this contract.

WHEREAS the Board of Education at a meeting held on the 8th day of March, 2011, approved the employment of the Superintendent in accordance with the terms and conditions of this Contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of the Contract, the parties in consideration of the mutual promises contained in this Contract, to the following:

1. TERM. This Contract shall take effect on the 1st day of July, 2011, and continue in force through the 30th day of June, 2012, subject to extension and termination as provided in Paragraphs 4 and 10.
2. CREDENTIALS; DUTIES. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, to serve in the position of Superintendent of Schools. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate.
3. EVALUATION. Annually, no later than the last day of March of each year during the term of this Contract, the Board of Education shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.
4. EXTENSION. This Contract may be extended either by option of the Board of Education or by operation of law, as follows:

The Board may review this Contract with the Superintendent annually and shall on or before March 31 of the ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.

In the event the Superintendent wishes to terminate the contract with the Calumet-Laurium-Keweenaw School District, he shall notify the Board of Education of his intent within 60 days of the termination date.

5. TENURE EXCLUSION. This Contract does not confer tenure upon the Superintendent in the position of Superintendent.

6. COMPENSATION. The Board of Education shall pay to the Superintendent a base salary of \$93,546 for the school year 2011-2012, and not less than \$93,546 for the school year 2012-13 and 2013-14. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this Contract, but an adjustment shall not reduce the annual salary below the figure specified in this paragraph.

7. INSURANCE BENEFITS. During the term of this Contract, the Superintendent shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this Contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

8. ANNUITY. The Superintendent not electing to take health insurance coverage, shall be provided with the option to elect up to \$773.73 per month for 2011-2012 in qualified benefits and/or cash under a Section 125 Cafeteria Plan. The annual increase for ensuing years is equal to the percent increase of the single subscriber MESSA Super Care One Health Insurance rate. The Board of Education reserves the right to adjust the annuity during the continuation of this contract, but an adjustment shall not reduce the annuity payment below the figure specified in this paragraph.

9. OTHER BENEFITS. The Superintendent is entitled to the following specific benefits:

A. Longevity:

Superintendent Pierce will be credited with years of service in the District prior to July 1, 2004 for longevity purposes.

After ten (10) years of employment in the district the Superintendent shall be entitled to:

10 years	\$1,500	25 years	\$3,000
15 years	\$2,000	+ \$100 for each year thereafter	
20 years	\$2,500		

B. Sick Leave:

The Superintendent shall be entitled to 12 sick leave days annually cumulative to a total of 260 days. The sick leave days accumulated by the Superintendent in the District, prior to the date of this Contract, shall be credited to the accumulated days under this provision.

A sick leave bank may be established by Administrators and other non-unionized personnel from their accumulation of unused sick days. The pool shall be created by a voluntary contribution of sick days from the employee's accumulated bank.

The pool of unused sick leave days generated by this process shall be administered by a committee consisting of the Superintendent, an administrator, or one other non-unionized person, and one Board member. The use of pool

sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

\$15/day for up to 120 accumulated sick leave days;
\$25/day for up to 121-160 accumulated sick leave days;
\$35/day for up to 161-180 accumulated sick leave days;
\$45/day for up to 181-210 accumulated sick leave days;
\$55/day for up to 211-225 accumulated sick leave days;
\$65/day for up to 226-260 accumulated sick leave days

C. Personal Leave:

The Superintendent shall be entitled to 2 personal leave days annually. These personal leave days shall not be accumulative for use in any subsequent year and the Superintendent shall not receive additional compensation in lieu of use of personal leave days. Leave days that are not used this school year, shall be transferable to the Superintendent's sick leave bank.

D. Long-Term Disability:

The Board agrees to pay premiums toward a long-term disability plan which would take effect two months after the date of disability. The long-term disability policy would provide reimbursement equal to two-thirds (2/3) of the current salary.

E. Life Insurance:

The Board agrees to provide a Term Life Insurance Policy in the amount of 2 times the salary to said Superintendent.

F. Holidays:

Legal Holidays are July 4 (2 days); Labor Day, Thanksgiving (2 days), Christmas (3 days), New Years (2 days), Spring Break (4 days) and Memorial Day.

G. Retirement:

After ten (10) years of employment in the district, upon retirement, the Superintendent shall be entitled to:

\$ 7,500 lump sum payment based on 180 contract days;
\$ 9,187 lump sum payment based on 210 contract days;
\$ 9,843 lump sum payment based on 225 contract days;
\$11,375 lump sum payment based on 260 contract days.

H. Travel Insurance

The Board shall provide business travel accident insurance covering accidental death and dismemberment (maximum \$80,000) while traveling on official school business excluding commuting to and from work.

I. Funeral Leave

In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the employee's spouse or children. Immediate family shall include the employee's spouse, children or foster children, parents,

parents-in-law, brothers, sisters, grandchildren, grandparents, or anyone living under the same roof.

J. Vacation:

The Superintendent shall be entitled to 20 working days of paid vacation during each year of this agreement, which shall not accumulate for use in any subsequent year without the express agreement of the Board. Vacation days must be used within the fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days without the express agreement of the Board. Such vacation periods shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the District.

K. Educational Benefits:

The Superintendent may attend professional meetings at the local, regional, state and national levels. The expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent. The Board will authorize state and national meetings where District funds are incurred. Additionally, the Superintendent will have a \$500 incidental items fund available to be used at his discretion.

L. Professional Growth:

The Superintendent will be reimbursed tuition/textbooks associated with graduate college classes with a limit of three (3)/three (3) hour classes a year. The superintendent would reimburse the Board in full in the event the superintendent were to leave the district for other employment within three (3) years of taking the class.

M. Professional Dues:

The District shall pay the association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the MASA Region in which the school is located, as well as other appropriate affiliations as approved. The Board shall provide the Superintendent a reimbursement for school district employee dinners, receptions, service club related costs and other costs associated with the performance of the Superintendent's duties representing the Calumet, Laurium and Keweenaw School District.

N. Automobile:

A. Travel outside the District. Authorized use of the Superintendent's personal vehicle in the course of the Superintendent's work shall be reimbursed at the prescribed Internal Revenue Service rate per mile at a maximum of \$.405. The Superintendent will be responsible for submitting the necessary documentation for this reimbursement in accordance with Board policy.

10. TERMINATION. The Board may terminate this Contract and discharge the Superintendent from employment for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. The Superintendent shall receive prior notice in writing from the Board with its intent and the alleged reason or

reasons for such discharge. He shall have an opportunity for a fair hearing before the Board after 10 days notice in writing after receipt of notice of the charges. A set hearing shall be public or private at the option of the Superintendent.

11. SEVERABILITY. If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.
12. DISPUTE RESOLUTION. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such respective representation.
13. PROFESSIONAL LIABILITY. The District agrees that it shall indemnify and hold harmless the Superintendent from demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting in the scope of his/her employment and excluding criminal litigation. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this Contract as of the day and year written in the opening paragraph.

BOARD OF EDUCATION:

SUPERINTENDENT:

By: _____

Its: _____

By: _____

Its: _____